

FILED 56

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

SEP 01 2015

THOMAS G. BRUTON  
CLERK, U.S. DISTRICT COURT

PENNANT MANAGEMENT, INC.,

Plaintiff,

vs.

FIRST FARMERS FINANCIAL, LLC, *et al.*,

Defendants.

Case No. 14 CV 7581

Hon. Amy J. St. Eve

**NOTICE OF DEADLINE FOR FILING PRE-RECEIVERSHIP PROOFS OF CLAIM  
AGAINST THE RECEIVERSHIP ESTATE**

**PLEASE TAKE NOTICE AS FOLLOWS:**

Patrick Cavanaugh, is the Overall Receiver of the Overall Receivership Estate ("Receivership Estate") in that certain case styled *Pennant Management, Inc., v. First Farmers Financing, LLC, et al.*, pending in the United States District Court for the Northern District of Illinois Eastern Division ("Court"), Case No. 14 CV 7581 ("Case").

On August 6, 2015, the Court entered an order ("Bar Date Order") in the Case requiring all persons and entities (except those persons and entities described below), who have or may have any claim against any of the Defendants or Related Entities listed on the attached Exhibit 1 that arose prior to November 10, 2014 (a "Pre-Receivership Claim") to file proof of such claim on or before **SEPTEMBER 30, 2015** ("Bar Date").

**Enclosed with this Notice is a proof of claim form that is to be used in this Case. Each proof of claim must substantially conform to the form attached to this Notice.**

As used in the Bar Date Order and this Notice, the term "claim" means and includes: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

The Bar Date shall apply to each and every Pre-Receivership Claim asserted by a creditor of the Defendants or Related Entities, except for: (a) a claim of the United States of America; (b) a claim asserted by any person or entity that has already properly filed with the Court a proof of claim against the Receivership Estate; (c) a claim asserted by any person or entity whose claim against the Receivership Estate has previously been allowed by order of the Court; or (d) a claim asserted by investor claimants, whose claim arose through their purchase of interests in funds managed by Pennant Management, Inc.

**ANY PERSON OR ENTITY THAT IS REQUIRED TO FILE A PROOF OF CLAIM ON OR BEFORE THE BAR DATE, BUT FAILS TO DO SO, WILL BE FOREVER BARRED, ESTOPPED AND ENJOINED FROM (A) ASSERTING ANY SUCH CLAIM AGAINST THE DEFENDANTS, THE RELATED ENTITIES AND RECEIVERSHIP ESTATE AND (B) RECEIVING A DISTRIBUTION FROM THE RECEIVERSHIP ESTATE.**

To be timely, all proofs of claim must be filed with and **RECEIVED** by the Court before 4:30 p.m. central time on the Bar Date. **PROOFS OF CLAIM WILL BE DEEMED FILED ONLY WHEN ACTUALLY RECEIVED BY THE COURT.** Proofs of Claim may be filed electronically via the Court's CM/ECF system at [www.ilnd.uscourts.gov](http://www.ilnd.uscourts.gov) (Court issued password required), in person, by courier service or by hand delivery at the following address:

**United States District Court  
219 S. Dearborn Street, 20th Floor  
Chicago, Illinois 60604**

Facsimile submissions will not be accepted by the Court.

**IF YOU HAVE ALREADY PROPERLY FILED A PROOF OF CLAIM WITH THE COURT, YOU ARE NOT REQUIRED TO FILE ANOTHER ONE.**

Patrick Cavanaugh, not individually, but  
solely in his capacity as Overall Receiver of  
the Overall Receivership Estate

Dated: August 12, 2015

By /s/ Allen J. Guon  
One of his attorneys

Steven B. Towbin  
Allen J. Guon  
Shaw Fishman Glantz & Towbin LLC  
321 North Clark Street, Suite 800  
Chicago, IL 60654  
Phone: (312) 541-0151  
[stowbin@shawfishman.com](mailto:stowbin@shawfishman.com)  
[aguon@shawfishman.com](mailto:aguon@shawfishman.com)

*Counsel for the Overall Receiver*





**Bergen County Clerk**  
**John S. Hogan**  
One Bergen County Plaza  
Hackensack, NJ 07601  
(201) 336-7000

**Documents Received**

Transaction #: 6780291

Receipt #: 00010986

Date: 11/05/2014 03:08:03 PM

**Submitted By:**  
AJM CONTRACTORS INC  
300 KULLER RD  
CLIFTON, NJ 07011

**Document Type:**  
CONSTRUCTION LIEN

**Parties:**  
AJM CONTRACTORS INC  
ALENA HOSPITALITY SB LLC

Amount Recv'd: 30.00 CK# 10617  
Amount Recv'd RTE:

Comment: DC

Printed: 11/05/2014 03:08:03 PM

## CONSTRUCTION LIEN CLAIM

TO THE CLERK, COUNTY OF BERGEN

In accordance with the terms and provisions of the "Construction Lien Law," P.L.1993, c. 318 (C. 2A:44A-1 et seq.), notice is hereby given that:

1. Anthony Marinaro and/or AJM Contractors, Inc., of 300 Kuller Road, Clifton, New Jersey 07011 has on November 3, 2014, claimed a construction lien against the below stated real property of Alena Hospitality SB LLC, in the amount of \$22,000.00, for the value of the work, services, material or equipment provided in accordance with a contract with Vision Hospitality Construction, LLC. 7335 W. Sand Lake Road Orlando FL 32819 for the following work, materials or equipment:

- a. Site work & Asphalt Paving @ Crown Plaza Hotel 50 Kenny Place Saddle Brook NJ 07663

2. The amount due for work, services, materials or equipment delivery provided by claimant in connection with the improvement of the real property, and upon which this lien claim is based, is as follows:

Total Contract amount:	\$ 160,000.00
Amendments to contract:	\$ 34,585.81
Total contract amount and amendments to contract:	\$ 194,585.81
Less: Agreed upon credits:	\$
Contract amount paid to date:	\$ 44,585.81
Amendments to contract amount paid to date:	\$
TOTAL REDUCTIONS FROM CONTRACT AMOUNT AND AMENDMENTS TO CONTRACT:	\$ 128,000.00
TOTAL LIEN CLAIM AMOUNT:	\$ 22,000.00

3. This construction lien is claimed against the interest of Alena Hospitality SB LLC 9120 Kilgore Road Orlando FL 32836-5504 as Owner, and Vision Hospitality Construction LLC 7335 W. Sand Lake Road Suite 390 Orlando FL 32819 as General Contractor in that certain tract or parcel of land and premises described as Block 01008, Lot 00002, on the tax map of The Township of Saddle Brook NJ, County of Bergen, State of New Jersey, for the improvement of which property the aforementioned work, services, materials and equipment was provided.
4. The work, services, materials, or equipment was provided pursuant to the terms of a written contract, dated November 1, 2013, between AJM Contractors, Inc.



and Vision Hospitality Construction LLC 7335 W. Sand Lake Road suite 390  
Orlando FL 32819.

5. The date of the provision of the last work, services, material or equipment for which payment is claimed is September 23, 2014.

#### NOTICE TO OWNER OF REAL PROPERTY

Your real estate may be subject to sale to satisfy the amount asserted by this claim. However, your real estate cannot be sold until the facts and issues which form the basis of this claim are decided in a legal proceeding before a court of law. The lien claimant is required by law to commence suit to enforce this claim.

The claimant filing this lien claim shall forfeit all rights to enforce the lien and shall be required to discharge the lien of record, if the claimant fails to bring an action in the Superior Court, in the county in which the real property is situated, to establish the lien claim:

1. Within one year of the date of the last provision of work, services, material or equipment, payment for which the lien claim was filed; or
2. Within 30 days following receipt of written notice, by personal service or certified mail, return receipt requested, from the owner requiring the claimant to commence an action to establish the lien claim

You will be given proper notice of the proceeding and an opportunity to challenge this claim and set forth your position. If, after you (and/or your contractor or subcontractor) have had the opportunity to challenge this lien claim, the court of law enters a judgement against you and in favor of the claimant filing this lien claim, and thereafter you fail to pay that judgement, your real estate may be sold to satisfy the judgement.

You may choose to avoid subjecting your real estate to sale by doing either of the following:

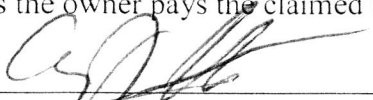
1. You (or your contractor or subcontractor) can pay the claimant and obtain a discharge of lien claim from the claimant; or
2. You (or your contractor or subcontractor) can cause the lien claim to be discharged by filing a surety bond or making a deposit of funds as provided for in section 31 of P.L. 1993, c. 318 (C.2A:44A-31).

If you (or your contractor or subcontractor) choose to pay the claimant under number 1 above, you will lose your right to challenge this lien claim in a legal proceeding before a court of law.

If you (or your contractor or subcontractor) choose to discharge the lien claim by filing a surety bond or making a deposit of funds as provided in section 31 of P.L.1993, c. 318 (C.2A:44A-31), you will retain your right to challenge this lien claim in a legal proceeding before a court of law.

#### NOTICE TO SUBCONTRACTOR OR CONTRACTOR

This lien has been filed with the county clerk and served upon the owner of the real estate. This lien places the owner on notice that the real estate may be sold to satisfy this claim unless the owner pays the claimed sum to this claimant.

  
\_\_\_\_\_  
Anthony J. Marinaro, President  
AJM Contractors, Inc.  
Date: November 3, 2014

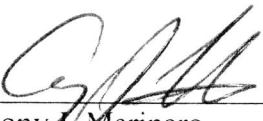
#### CLAIMANT'S REPRESENTATION AND VERIFICATION

Claimant represents and verifies that:

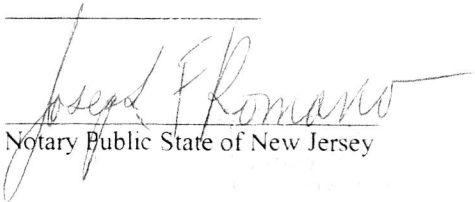
1. The amount claimed herein is due and owing at the date of filing, pursuant to claimant's contract described in the construction lien claim.
2. The work, services material or equipment for which this lien claim is filed was provided exclusively in connection with the improvement of the real property which is the subject of this claim.
3. This claim has been filed within 90 days from the last date upon which the work, services, materials or equipment for which payment is claimed was provided.
- 4.
5. The foregoing statements made by me are true, to the best of my knowledge. I am aware that if any of the foregoing statements made by me are false, this construction lien claim will be void and that I will be liable for damages to the owner or any other person injured as a consequence of the filing of this lien claim.

AJM Contractors

Signed:

  
\_\_\_\_\_  
Anthony J. Marinaro

Date: November 3, 2014

  
\_\_\_\_\_  
Notary Public State of New Jersey

## CERTIFICATE OF ACKNOWLEDGMENT

State of New Jersey    )  
  )SS  
County BERGEN

On NOVEMBER 3rd, 2014 before me, Joseph F Romano Notary Public in  
and for

Said county, personally appeared ANTHONY MARINARO

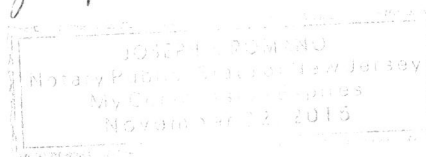
Who has/have satisfactorily identified him/her/themselves as the  
signer(s)

Or /witness to the above-referenced document.

Joseph F. Romano

My Commission Expires 11/22/2015

Joseph F Romano    11/3/2014  
(Notary Signature)    (Date)





**A.J.M. CONTRACTORS INC.**300 Kuller Road  
CLIFTON, NEW JERSEY 07011(973) 772-9292  
FAX (973) 772-9222**Invoice** № 14603TO **Vision Hospitality Construction Inc.**  
**7335 West Sand Lake Road**  
**Orlando, Florida 32819**  
**Attn: Elliot Beals**DATE **9/23/2014** JOB NO. **JOB # 13-044**JOB NAME **Crown Plaza Hotel**JOB LOCATION **50 Kenney Place**  
**Saddle Brook NJ**

TERMS

	DESCRIPTION	PRICE	AMOUNT
>	<b>Concrete Pad for Generator</b>		
	<b>Installation of two Concrete Pads for</b>		<b>\$22,000.00</b>
	<b>generator. Includes all labor, materials</b>		
	<b>and equipment to complete the project</b>		
	<b>For the lump sum of</b>		
	<b>Total Contract Amount</b>		<b>\$22,000.00</b>
>			

**Original****Thank You**



## A.J.M. CONTRACTORS, INC.



300 Kuller Road  
Clifton, NJ 07011  
(973)- 772-9292  
FAX: (973)-772-9222

### PROPOSAL

DATE:

7/15/2014

OWNER:

VISION HOSPITALITY CONSTRUCTION INC.  
7335 WEST SAND LAKE ROAD  
ORLANDO, FLORIDA, 32819

ATTN:

ELLIOT BEALS

LOCATION OF PROJECT:

CROWN PLAZA  
SADDLE BROOK, NJ

DESCRIPTION OF WORK:

INSTALLATION OF CONCRETE PAD FOR GENERATOR:  
(BREAKDOWN) WORK WILL INCLUDE:

1. STEEL	\$	2,200.00
2. BOLLARDS	\$	2,000.00
3. CONCRETE	\$	4,000.00
4. FORMS	\$	900.00
5. EQUIPMENT	\$	600.00
6. REMOVALS	\$	1,100.00
7. STONE	\$	825.00
8. LABOR	\$	6,500.00
(4 LABORERS, 4 DAYS)		
9. INSURANCE	\$	825.00
10. OVERHEAD	\$	550.00
11. PROFIT	\$	2,500.00

PERMIT:

TO BE DETERMINED

TOTAL CONTRACT AMOUNT

\$ 22,000.00

*Amalio Farro*

AJM CONTRACTORS, INC.